

AGREEMENT

BETWEEN

CITY OF NORTHAMPTON

AND

NORTHAMPTON ASSOCIATION
OF MUNICIPAL EMPLOYEES
("NAME")

EFFECTIVE: JULY 1, 2008
EXPIRES: JUNE 30, 2010

NAME Contract
Table of Contents

ARTICLE	PAGE
PREAMBLE	1
RECOGNITION	2
MANAGEMENT RIGHTS	3
GRIEVANCE AND ARBITRATION PROCEDURE.....	5
NONDISCRIMINATION.....	8
UNION DUES	9
AGENCY SERVICE FEE	10
BULLETIN BOARDS/ACCESS TO PREMISES	11
CIVIL SERVICE PROVISIONALS	12
JOB SECURITY	13
SENIORITY	14
HEALTH AND WELFARE	15
COMPENSATION	17
UNINTERRUPTED SERVICE.....	18
LONGEVITY	19
JOB POSTING AND BIDDING	21
TRANSFERS	22
HOURS OF WORK.....	23
WEEKEND DIFFERENTIAL.....	24
STAND BY POLICY	25
WORKING OUT OF GRADE	26
OVERTIME	27
SHIFT DIFFERENTIAL	28
TIME CLOCK PROCEDURES	29
CLEAN UP TIME	31
LICENSES	32
UNIFORMS/PROTECTIVE CLOTHING/TOOLS	33
PART TIME EMPLOYEES	35
JURY DUTY	36
SICK LEAVE	37

LEAVES OF ABSENCE.....	39
PERSONAL LEAVE.....	40
CHILDBIRTH AND MATERNITY LEAVE.....	41
BEREAVEMENT LEAVE.....	42
WORKER'S COMPENSATION.....	43
MILITARY LEAVE.....	44
EDUCATIONAL ASSISTANCE.....	45
VACATION.....	46
INVOLUNTARY CARRY-OVER OF VACATION	47
HOLIDAYS	48
DISABILITY AND RETURN TO WORK.....	50
DRUG AND ALCOHOL FREE WORKPLACE.....	51
LABOR MANAGEMENT COMMITTEE	52
SAFETY COMMITTEE.....	53
DEDUCTIONS FOR SAVINGS	54
SAVINGS CLAUSE/ENTIRE AGREEMENT.....	55
MISCELLANEOUS PROVISIONS.....	56
DURATION/SIGNATURES.....	57
 FY09 SALARY TABLES	 58
FY10 SALARY TABLES	61

ARTICLE 1 – PREAMBLE

This Agreement, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 – RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for those employees of the city of Northampton certified as the bargaining unit as set forth in the Commonwealth of Massachusetts State Labor Relations Commission Case MCR-4825. Excluded by that Agreement were all clerical employees, all supervisory employees and all managerial, confidential and casual employees.

By mutual agreement of the City and Union the following employees are also excluded from the bargaining unit:

- Excluded from the bargaining unit are all so-called "intermittent" employees working less than twenty (20) hours per week. It is also agreed and understood that seasonal employees are not included in the bargaining unit.

ARTICLE 3 – MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the City in the exercise of its functions of management and in the direction and supervision of the City's business. This includes, but is not limited to, the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote; discipline or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; determine standards of proficiency and competency in Department of Public Works performance; determine employee physical fitness standards; except where any such rights are especially modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the City, acting through its Mayor, Director of Public Works or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Department of Public Works, Central Services Department and Board of Health.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions of employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried out;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used and the work clothes to be worn in the performance of duty;

- to determine the policies affecting the hiring, promotion and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;
- to establish or modify work schedules and the number and selection of employees to be assigned;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate;
- to suspend, demote, discharge or take other disciplinary action against employees for just cause, and to determine its internal security practices.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not listed in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver of any such right.

The failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon at a later date as evidence of the fact that such obligations or responsibilities do not exist.

Management reserves and retains the right to issue rules and regulations governing the operation of the Department and the duties of employees; provide, however, that such rules and regulations shall not be in violation of the express provisions of this Agreement.

ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE

4.01 Any grievance or dispute which may arise between the Employer and employee or the Union regarding the interpretation or application of any provision of this Agreement shall be settled according to the procedures set forth in this article.

Step 1. The Union steward and/or representative, with or without the aggrieved employee, will present the grievance orally to the employee's immediate supervisor within fourteen (14) calendar days, excluding holidays and weekends, of the occurrence giving rise to the grievance. The supervisor may attempt to adjust the grievance informally, however, any such adjustment is subject to approval by the Director, or the Director's designee.

Step 2. If the grievance is not resolved informally the employee may within ten (10) days of the informal presentation reduce the complaint or dispute to writing. Such writing must state what express provisions of the collective bargaining agreement have allegedly been violated. Such written grievance must be submitted on a form mutually agreed to by the Employer and Union and should be submitted to the employee's immediate supervisor outside of the bargaining unit. A conference between the parties may be held within five (5) calendar days, excluding weekends and holidays, following the date the formal grievance was presented. The supervisor, or his/her designee, shall give a decision to the Union within seven (7) calendar days following such conference.

Step 3. If the grievance is not resolved at Step 2, the grievance shall be submitted within ten (10) calendar days from receipt of the decision of the Department Head or his/her designee. The Department Head, or designee, will issue a decision within ten (10) calendar days of the presentation of the grievance.

Any agreement reached between the Employer and the Union at any step of the grievance procedure is binding on all parties affected.

Step 4. If the parties are unable to resolve the grievance to their mutual satisfaction, such grievance shall be submitted, within ten (10) business days of the issuance of a decision in Step 3, for grievance mediation to the Massachusetts Board of Conciliation and Arbitration. The parties shall share equally in the grievance mediation filing cost.

Step 5. If the grievance has not been satisfactorily settled after the procedures set forth have been exhausted, the Union or the Employer, as the case may be, may submit the grievance to arbitration within thirty (30) calendar days after the date the final decision in Step 4 of the Grievance Procedure is due. The party

wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by one of the arbitrators specified below. The Employer and Union shall select an arbitrator by a rotation method. The arbitrators are listed in order of selection. The parties further agree that the list of arbitrators contained in this article may be changed by mutual agreement prior to the ratification of any subsequent agreement.

1. Mary Ellen Shea
2. Roberta Golick
3. Richard Higgins
4. Richard Boulanger

The parties hereto shall share equally in the cost of the arbitration proceeding.

All grievances shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

If at the end of the two calendar weeks next following the occurrence, or reasonable knowledge, of the occurrence of the grievable action/event the grievance has not been presented at Step 1 of the procedure outlined in this Article, the grievance shall be deemed to have been waived. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the grievance to the next step in this procedure by the Union shall not have been taken within the times specified above.

If the Employer does not respond as specified herein, in the designated time frames, the Union may, at its option, move the grievance to the next step.

4.02 The arbitrator shall have the authority to settle only grievances defined herein. Any grievance appealed to an arbitrator over which he or she shall have no power to rule shall be referred back to the parties without decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

4.03 If any event occurred or failed to occur prior to October 20, 2000, it shall not be the subject of any grievance hereunder nor shall the arbitrator have the power to make any decision concerning such a matter.

4.04 The arbitrator shall be without power to make any decision that violates the laws of the Commonwealth of Massachusetts.

- 4.05 The decision of the arbitrator shall be final and binding upon the parties.
- 4.06 In the event of a disciplinary action involving any method set forth under Chapter 31, Section 41 of the Massachusetts General Laws, and subsequent to a hearing before the Appointing Authority (or designee), an employee may, within ten (10) days of the receipt of said disciplinary decision, elect to appeal said action by initiating an arbitration proceeding in accordance with Step 5, above. Such appeal shall be the exclusive remedy pursuant to the provisions of Massachusetts General Laws, Chapter 150E, Section 8, as amended.
- 4.07 Any of the time limits outlined in this Article may be extended by mutual agreement.
- 4.08 Any grievance mediation or arbitration hearing shall be held in the City of Northampton, Massachusetts, unless mutually agreed otherwise.

ARTICLE 5 – NONDISCRIMINATION

- 5.01 The Employer and Union agree not to discriminate against any person covered by this Agreement, with respect to their employment, because of race, creed, religion, color, sex, age, handicap, sexual orientation, national origin, genetic information, ancestry or on the basis of an employee's military service or obligation. The parties acknowledge that it is the City's policy that employees are prohibited from illegal discrimination against any person with whom they come in contact with during the course of their employment based on such person's race, creed, religion, color, sex, age, handicap, sexual orientation, or national origin.
- 5.02 The parties agree to adopt the City of Northampton's Discriminatory Harassment Policy and to incorporate the terms of such policy, as revised from time to time due to changes in the applicable law, into this Agreement. Whenever the policy is revised as to content the City agrees to furnish a copy of the revised policy to the Union.

ARTICLE 6 – UNION DUES

- 6.01 Employees of the bargaining unit may authorize payroll deductions for the purpose of paying Union dues. Any employee desiring to have Union dues deducted shall execute a written assignment in the form listed below:

NORTHAMPTON ASSOCIATION OF MUNICIPAL EMPLOYEES AUTHORIZATION FOR DUES DEDUCTION

Effective: _____

I, _____, hereby request and authorize the City of Northampton Payroll Department to deduct from my earnings each week the amount (\$)__. This amount shall be paid to the treasurer of the Northampton Association of Municipal Employees and represents payment of my Agency Service Fee. I further authorize any change in the amount to be deducted which is certified by the above-named Association as a uniform change in its Agency Service Fee structure.

This authorization shall remain in effect unless terminated by me upon sixty (60) days advance written notice to the Association and the Employer or upon termination of my employment.

Department: _____

Signature of Employee: _____

Home Address: _____

Telephone Number: _____ Social Security Number: _____

- 6.02 The dues shall be deducted biweekly in an amount certified by the Union and the aggregate dues of all employees shall be remitted together with a list of employees who have had said dues deducted to the Treasurer of the Union as soon as reasonably possible in the succeeding month.
- 6.03 The employer agrees to deduct union membership dues from the pay of each employee who executes or has executed such form.

ARTICLE 7 – AGENCY SERVICE FEE

- 7.01 In accordance with Chapter 1078 of the Acts of 1973 (G.L. c. 150E, sec. 17G), effective October 20, 2000, all employees in the bargaining units who are not members of the Union in good standing and who have been employed for thirty (30) days or more, shall pay to the Union, as a condition of employment, an agency service fee to defray the costs of collective bargaining and contract administration.
- 7.02 All employees hired on or after October 20, 2000, who have been employed for thirty (30) days or more, shall be required to pay the agency fee as a condition of employment, provided such employees choose not to become members of the Union.
- 7.03 The City agrees to deduct monthly from the pay of each nonunion member in the bargaining unit who properly authorizes such deduction, all agency service fees which are owed to the Union. (See Form below)

NORTHAMPTON ASSOCIATION OF MUNICIPAL EMPLOYEES AUTHORIZATION FOR DUES DEDUCTION

Effective: _____

I, _____, hereby request and authorize the City of Northampton Payroll Department to deduct from my earnings each week the amount (\$) . This amount shall be paid to the treasurer of the Northampton Association of Municipal Employees and represents payment of my Agency Service Fee. I further authorize any change in the amount to be deducted which is certified by the above-named Association as a uniform change in its Agency Service Fee structure.

This authorization shall remain in effect unless terminated by me upon sixty (60) days advance written notice to the Association and the Employer or upon termination of my employment.

Department: _____

Signature of Employee: _____

Home Address: _____

Telephone Number: _____ Social Security Number: _____

- 7.04 The amount of the agency fee shall be an amount equal to the current, regular Union dues.
- 7.05 The Union agrees to indemnify and defend the City for any financial liability which the City may incur in complying with this article.

ARTICLE 8 – BULLETIN BOARDS/ACCESS TO PREMISES

- 8.01 Upon written request of an authorized Union representative, submitted to the Director, or designee, the Association, upon receipt of authorization, may post Association notices on the bulletin boards in the buildings of the Department of Public Works.
- 8.02 A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer in writing of any change.
- 8.03 Upon prior authorization from the Director, or designee, such authorization not to be unreasonably withheld, the Employer agrees to permit a representative of the Union to enter the work premises at reasonable times solely for the purpose of investigating and/or resolving work-related grievances. It is understood and agreed that any interference with the performance of assigned work duties shall result in the withdrawal of such authorized access.
- 8.04 When contract negotiations are scheduled before 3:00 p.m. in the workday the Employer agrees to pay up to two (2) members of the Union bargaining committee for time lost from scheduled work.

ARTICLE 9 – CIVIL SERVICE/PROVISIONALS

- 9.01 Members of the bargaining unit serving probationary or provisional appointments under the provisions of Mass. General Laws c. 31 and rules and regulations adopted pursuant thereto shall enjoy all the benefits and privileges of the employees covered by this Agreement and shall be subject to all the obligations imposed upon employees by the terms of this Agreement except that no such employee shall be entitled to invoke the provisions of Article 4 (Grievance and Arbitration Procedures) hereof in the event the City decides to terminate their employment in accordance with the provisions of the law.
- 9.02 Provisional employees who have worked for the City continuously for more than two years and for whose position no Civil Service examination has been given and/or no Civil Service list has been called for or established shall not be terminated until such list has been established by Civil Service and an appointment made therefrom, unless such termination is for cause.
- 9.03 An employee separated during their probationary period shall be afforded the opportunity for an informal hearing before the DPW Director, or designee, whose decision shall be final.

ARTICLE 10 – JOB SECURITY

10.01 Any regular, non-probationary employee who has been dismissed or suspended shall be given a written statement of the reason(s) at the time of such action. If the employee is not covered by civil service and alleges that he or she has been dismissed or suspended unfairly, the employee may use the grievance and arbitration procedure contained herein. In such situations, the employee shall begin at Step Two of the grievance and arbitration procedure.

ARTICLE 11 – SENIORITY

- 11.01 Seniority shall be based upon the length of continuous service of the employee with the City.
- 11.02 An employee shall lose all seniority rights pursuant to the this agreement if any of the following occur:
- A. Discharge
 - B. Resignation
 - C. Retirement
 - D. Exhaustion of recall rights
 - E. Failure to respond to recall within three (3) working days of notification by a certified letter
 - F. Unauthorized leaves subject to the provisions of M.G.L. ch. 31, section 38.
- 11.03 Seniority shall not accrue during periods of unpaid leave in excess of thirty (30) calendar days.
- 11.04 Seniority where used in this Agreement shall be applied as follows:
- (1) For days off, shift assignments, holidays, promotion, holidays and choice of vacation period, seniority in the bargaining unit in the classification concerned shall be used.
 - (2) For layoff and recall of the work force, seniority in the classification within the bargaining unit shall be used so long as an employee demonstrates the ability to satisfactorily perform the essential functions of the position to which he or she will be assigned.
 - (3) Recall from layoff shall be in reverse order of layoff. Employees on layoff shall be placed on a recall list for two years or length of service, whichever is less.
- 11.05 The Employer agrees to follow all applicable state laws when applying the terms of this provision.

ARTICLE 12 – HEALTH AND WELFARE

- 12.01 The City shall pay fifty percent 50% of the group insurance indemnity plan.
- 12.02 The City agrees to pay eighty percent (80%) of the premium for the city's health maintenance insurance.
- 12.03 The City agrees to make payroll deductions for hospital-medical plan premiums on a bi-weekly basis from the first two (2) payrolls in each month.
- 12.04 The City agrees to offer a basic life insurance and accidental death and dismemberment policy of \$5,000.00 .
- 12.05 The City agrees to implement a voluntary employee dental plan during FY02.
- 12.06 The City agrees to implement a Section 125 Flexible Spending Account during FY02. Such account will enable employees to use pre-tax dollars to fund a wide variety of expenses (medical, daycare, etc.).
- 12.07 Effective July 1, 2006 the City agree to implement a new Health Insurance Plan Design Change. The major basic changes in the plan design include a \$5 increase for office visits (from \$10 to \$15); \$25 increase for emergency room visits (from \$25 to \$50); hospital admission co-pays of \$250 and outpatient co-pays of \$150 with a calendar year cap of \$1,000 per member and \$2,000 per family; and a three level prescription drug program as follows:

Generic	No Increase
Preferred Brand Name	\$5 increase (from \$20 to \$25)
Non-Preferred	\$10 increase (from \$35 to \$45)

For fiscal year 2007 bargaining unit employees will be reimbursed by the City for the \$250 in-hospital and \$150 outpatient co-pays that occur up to the cap of \$1,000 per member and \$2,000 per family (receipts must be submitted to the City's Human Resources Department for such reimbursement), The City will also provide access to plan members that need an indemnity plan. The indemnity plan distribution will be 50% City and 50% employee.

Effective July 1, 2008 bargaining unit employees agrees to accept the plan design changes as follows:

Specialist office visit co-pay increases from \$15 to \$25, and Emergency Room co-pay increases from \$50 to \$100.

The City agrees to continue to reimburse all bargaining unit members for all inpatient surgery and outpatient surgery co-pays as adjudicated by BCBS.

ARTICLE 13 – COMPENSATION

13.01 The City agrees to a 3% COLA added to base effective July 1, 2008.

13.02 The City agrees to a 3% COLA added to base effective July 1, 2009.

13.03 The City agrees to pay the regularly scheduled step increases for all bargaining unit members.

ARTICLE 14 – UNINTERRUPTED SERVICE: NO STRIKE/NO LOCKOUT

- 14.01 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, sick-in, sick-out or slowdown or any job action or activity which interferes with the normal operation of the City or the withholding of services to the City of Northampton.
- 14.02 No lockout of employees shall be instituted by the employer during the term of this Agreement.
- 14.03 In the event of a work stoppage, picketing, or any other curtailment by the Association or the employees covered hereunder, the Association, by its officers and agents, shall immediately declare such work stoppage, picketing, or other curtailment to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the conduct and return to work. Copies of such written notices shall be furnished to the City. The Association shall do everything in its power to obtain the return to work of said employees.
- 14.04 In the event of any activity referred to in paragraph 14.01, any employee(s) participating in same shall be subject to disciplinary action, including immediate dismissal.
- 14.05 In consideration of the good faith performance by the Union of its obligations under this article, there shall be no liability on the part of the Union or its officers or agents, for any damages resulting from the unauthorized breach of the agreements contained in this article by individual members of the Union.

ARTICLE 15 – LONGEVITY

15.01 Each full-time employee shall receive longevity compensation as follows:

- A. Upon completion of five (5) years of continuous service a sum of one hundred dollars (\$100.00) shall be added to the employee's pay once a year and once each year thereafter through the ninth (9th) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, the employee shall receive a longevity payment of \$100.00.
- B. Upon completion of ten (10) years of continuous service a sum of five hundred dollars (\$500.00) shall be added to the employee's pay once a year and once each year thereafter through the fourteenth (14th) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, the employee shall receive a longevity payment of \$500.00.
- C. Upon completion of fifteen (15) years of continuous service a sum of six hundred dollars (\$600.00) shall be added to the employee's pay once a year and once each year thereafter through the nineteenth (19th) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, the employee shall receive a longevity payment of \$600.00.
- D. Upon completion of twenty (20) years of continuous service a sum of seven hundred dollars (\$700.00) shall be added to the employee's pay once a year and once each year thereafter through the twenty-fourth (24th) year of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, the employee shall receive a longevity payment of \$700.00.
- E. Upon completion of twenty-five (25) years of continuous service in paid status of no less than (50%) fifty percent of an employee's regular scheduled work week, a sum of eight hundred dollars (\$800.00) shall be added to the employee's pay once a year and once each year thereafter the employee shall receive a longevity payment of \$800.00.

15.02 In case a temporary or provisional employee becomes a permanent employee with no break in service, for purposes of this article the employee's date of employment shall be the date of first employment as a temporary or provisional employee. Should a break in service of thirty days or less occur as a result of involuntary separation, it shall not be construed as nullifying the intent of this provision.

15.03 For the purpose of this article, full-time employees are those who work regularly at least thirty-five (35) hours per week.

- 15.04 Suspension time (that is, time lost from work through suspension for cause) shall be deducted from years of service.
- 15.05 Authorized paid leave of absence shall not change the effective employment date, provided the employee does not engage in other employment during such leave of absence.
- 15.06 Payment of the longevity compensation shall be made on an annual basis and shall be paid on the last pay day of the month in which the anniversary date occurs.
- 15.07 Those employees leaving the service of the City of Northampton through retirement or death shall be given credit for one (1) year of service if they have at least six (6) months service following their anniversary date.
- 15.08 Longevity compensation shall be construed as regular compensation for the purpose of retirement benefits.

ARTICLE 16 – JOB POSTING AND BIDDING

16.01 A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of new positions.

When a position covered by this Agreement becomes vacant, such vacancy shall, if the Employer decides to fill the position, be posted on departmental bulletin boards. Such posting shall list the following information: pay, duties, shift, location, qualifications, closing date for applications and person to whom application should be made. If the position is not to be filled, no posting shall be required.

16.02 Any non-probationary bargaining unit employee may apply for a vacancy. Notice of vacancies shall remain posted for a period of seven (7) calendar days.

16.03 The Employer will consider the following factors when awarding such position:

- a. present ability to do the job at time of selection (physical and mental capability);
- b. work experience relevant to the position being sought;
- c. education, training and necessary licenses/certifications directly related to the duties of the vacant position;
- d. length of service within the hiring division;
- e. nature of work performance within the D.P.W..

The Employer agrees to grant careful and due consideration to all of the above factors during the selection process.

The Employer reserves the right not to fill any posted vacancy. If the Employer decides not to fill a vacancy, the Union will be notified of the decision within thirty (30) days of the posting date.

ARTICLE 17 – TRANSFERS

17.01 If a City employee transfers into the bargaining unit, such employee's city-wide length of service will be credited in determining entitlement to any benefits provided by this Agreement. Such employee shall be subject to a DPW probationary period of six (6) months.

17.02 For the purpose of this Article, length of service is defined as the last date of continuous service with the City.

ARTICLE 18 – HOURS OF WORK

- 18.01 Except as otherwise specified in this Agreement, the regular hours of duty for full-time employees shall be forty (40) hours per week, inclusive of lunch time. The first shift shall begin between the hours of 7:00 a.m. and 9:00 a.m.; and the lunch period normally shall be scheduled between 12:00 noon and 1:00 p.m. (employees are limited to a fifteen minute, on-site lunch period). The Employer agrees to release first shift employees at 3:00 p.m. so long as such employees are limited to a ten (10) minute on-site break during the morning and afternoon work shifts and a fifteen (15) minute on-site lunch period.
- 18.02 To the extent practicable, the normal work week shall consist of five (5) consecutive days with the regular hours of work to be consecutive.
- 18.03 Should it be necessary in the judgment of the City to establish daily or weekly work schedules departing from the normal work day or the normal work week (ex: flextime, etc.) notice of such change shall be given to the Association as far in advance as is reasonably practicable. The City agrees that any such change will allow the employees subject to such change to have two consecutive days off, that the City will not act capriciously or arbitrarily in making such change, and that such change will not be implemented solely or principally for the purpose of avoiding the payment of routine overtime.
- 18.04 Employees required to punch time clocks shall conform to established time clock procedure.
- 18.05 Second and Third shift employees shall be granted a paid meal period of up to thirty (30) minutes within their eight (8) hour shift at a time agreeable to both parties.
- 18.06 Employees are entitled to one ten (10) minute rest period in each ½ tour of duty to be taken at the job site. Rest periods are not deducted from elapsed time for a shift; therefore, skipping breaks cannot be used to shorten a work schedule or make up time.

ARTICLE 19 – WEEKEND DIFFERENTIAL

19.01 Full time D.P.W. employees who are regularly scheduled to work at a straight time hourly rate on a Saturday or Sunday shall be paid a differential of fifty (50) cents per hour.

ARTICLE 20 – STAND BY POLICY

- 20.01 DPW standby status will be awarded in the first instances to employees who volunteer for such service.
- 20.02 If no employee volunteers for such duty the Director, or the Director's designee, will designate/assign employee(s) to standby for a minimum assignment of one calendar week.
- 20.03 An employee assigned to standby shall be paid a flat rate of twenty-five (\$25.00) dollars per week day and fifty (\$50.00) dollars per Saturday or Sunday in addition to regular wages and overtime. In addition, those employees assigned standby on July 4th, Thanksgiving Day or Christmas Day shall be paid a flat rate of fifty (\$50.00) dollars in addition to regular wages and overtime.
- 20.04 Each employee on standby duty shall carry the City assigned communication equipment [beeper, pager, cell phone, etc.] and will be assigned a city vehicle for the duration of such duty. Such City vehicle and communication equipment must be returned at the end of the duty period in good working order; normal wear and tear excepted. Such City vehicles and equipment may only be used for City business.
- 20.05 This Article does not apply to regular snow plowing and sanding assignments or maintenance workers; nor does it exempt employees not on the standby roster from operational call backs.

ARTICLE 21 – WORKING OUT OF GRADE

- 21.01 Whenever an employee is assigned to perform the duties of a higher-rated classification for four (4) hours or more, such employee shall be entitled to receive the hourly rate for the position to which he or she has been temporarily assigned.
- 21.02 The hourly rate shall be the rate of pay in the new grade which is nearest but higher than the employee's present rate of pay. Assignments to out of grade positions are at management's discretion and are not subject to the grievance procedure.
- 21.03 When an employee is assigned temporarily to a lower graded position, he or she will continue to be paid at the employee's regular rate of pay.

ARTICLE 22 – OVERTIME

- 22.01 Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times the straight time hourly rate of pay for all hours worked in excess of eight (8) hours in one work day and forty (40) hours in one (1) calendar week, when such time is required to be worked by the City.
- 22.02 There shall be no pyramiding of hours under this Agreement. Thus, overtime compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
- 22.03 Available overtime work, when scheduled or required, shall be equitably distributed as far as reasonably practicable, among qualified employees who ordinarily perform such related work in the normal course of their work week.
- 22.04 An employee, after having completed his or her regularly assigned tour of duty and after having left their place of employment, who is called back to work before the beginning of his or her next scheduled/assigned work time, shall be paid three (3) hours pay at the rate of time and one-half. No call back time will be paid if an employee is off duty because the City declared an administrative day off.
- 22.05 Call back pay shall be paid only once in any three (3) hour period. At the discretion of the Director, additional call backs within a three (3) hour period may be approved.
- 22.06 Employees may be required to work overtime when the operational needs of the department so require. The City agrees to make a good faith effort to obtain volunteers before requiring employees to report for such duty.
- 22.07 An employee may request compensatory time in lieu of overtime payment. At the Director's discretion, or designee's, such request may be granted. If granted, such compensatory time must be used within the next two (2) payroll periods at a time mutually agreeable to the employee and the Director.
- 22.08 Effective July 1, 2001, employees working on an actual holiday shall receive four (4) hours of compensation for such service.

ARTICLE 23 – SHIFT DIFFERENTIAL

23.01 All employees working on the second or third shift who are not working on an overtime basis shall be paid a differential of an additional forty-five (45) cents per hour.

23.02 In order for an employee to qualify for the shift differential, an employee must actually work a minimum of two (2) hours into the established second or third shift.

23.03 The Union and the City agree that the City may assign DPW employees to the second or third shift, as needed.

ARTICLE 24 – TIME CLOCK PROCEDURES

24.01 PURPOSE: Time clocks/time cards are used to keep accurate time and attendance records for all unit employees, in those departments where time clocks are in use. As a mechanical application, the goal of time clock use is to insure a completely objective record-keeping process.

24.02 POLICIES and PROCEDURES: Employees must punch in and out for each shift worked. Employees should not punch in more than 10 minutes prior to starting their scheduled shift. Employees should punch out for the scheduled meal period, during the wash up time and punch back in at the end of the meal period. Employees should punch out at the end of their scheduled shift. In cases of overtime, the proper supervisor must authorize the overtime before the employee may work and be paid for that time.

Should an employee forget to punch in or out, the proper supervisor will write in and initial the missed time punched.

24.03 DOCKING: For reporting late and/or leaving early, the break off point is five minutes.

- 0-5 minutes – no deduction
- 5-15 minutes – ¼ hour deduction
- 15-30 minutes – ½ hour deduction
- 30-45 minutes – ¾ hour deduction
- 45-60 minutes – 1 hour deduction

Exceptions to attendance are made in ¼ hour increments. Reporting late for a period of less than 5 minutes will not result in docking, but repeated tardiness will result in the imposition of progressive disciplinary action. Similarly, although leaving work early for a period of less than 5 minutes will not automatically result in docking, such early leaving may result in disciplinary action. The City, depending on the facts of each situation, may impose discipline ranging from a warning to a suspension to discharge.

The above procedures are designed to apply corrective and progressive discipline when appropriate (e.g. tardiness, leaving before end of shift). Severe or flagrant violations of normal work rules may bring about immediate suspension and/or termination, e.g. altering and/or defacing time cards, tampering with or vandalizing the time clocks, cards and associated equipment, punching another employee's time card.

24.04 OVERTIME: Employees working scheduled overtime are required to record that work by the time clock.

Supervisors have the responsibility to continually monitor the timekeeping system to insure adherence to established policies and procedures and to take appropriate action through the Director of Public Works.

ARTICLE 25 – CLEAN UP TIME

25.01 Employees shall be granted a ten (10) minute personal clean-up period at the end of each work shift.

25.02 Work schedules shall be arranged so employees may take advantage of this provision.

25.03 The City shall make the required facilities available.

ARTICLE 26 – LICENSES

26.01 The employer agrees to reimburse employees for the following costs of licenses upon renewal if such licenses are required to carry out the duties of their positions:

- A. The Commercial Driver License ("CDL")
- B. The cost of renewal of:
 - (1) Hoisting machinery license
 - (2) Insect pesticide license
 - (3) Certificate for Wastewater Treatment Plant Operator
 - (4) Master Mechanic Wastewater Treatment Plan

Reimbursement shall be made upon proof of obtaining the renewed license.

- C. Employees hired after November 1, 1991, shall be reimbursed for CDL renewal costs only.
- D. It shall be a condition of employment to possess a valid CDL with appropriate endorsement for all jobs which require a class II or class I license.
- E. Additional licenses may be reimbursed by the DPW at the discretion of the Director.

ARTICLE 27 – UNIFORMS/PROTECTIVE CLOTHING/TOOLS

27.01 If any employee is required to wear special protective clothing, rain gear, or any type of protective device as a condition of employment, such special protective clothing, rain gear, or protective device shall be furnished to the employee by the City; the cost of maintaining the special protective clothing, rain gear, or protective device in proper working condition shall be paid by the City.

27.02 The City agrees to provide all material, equipment, books and license fees, except motor vehicle driver's license, required to perform the duties assigned to the employees covered by this Agreement except for the tools as listed for the motor equipment repairmen in the Streets Division.

27.03 Mechanics who supply their own tools shall have such tools replaced by the City with a tool of equal or better quality if a tool should become lost or damaged; provided, however, that such loss or damage did not result from gross negligence of the employee.

27.04 A \$150.00 yearly sum will be available for the purchase of work shoes to employees in the Department of Public Works who would normally be expected to use them in the performance of their work duties, but not to those who perform such work in isolated instances. Employees must submit proof of purchase in order to qualify for such payment in the following contract year.

27.05 The City will provide uniforms to:

- Employees – Sewage Treatment Plant
- Employees – Sewer Division, including the Foreman
- Repairman – Motor Equipment
- Maintenance Man – Motor Equipment
- Working Foreman – Motor Equipment
- Foreman – Division Motor Equipment
- Employees – Water Service

27.06 A \$100.00 side payment (exclusive of taxes) uniform allowance effective each year of this contract shall be paid to each member of the bargaining unit who is regularly engaged in public works, maintenance, or custodial work provided however that such employee is not receiving uniforms provided by the City. Payment will be made to those employees who are on the rolls during the first week of the fiscal year.

27.07 Boot and uniform allowance shall be paid in the second check of the fiscal year.

27.08 Personal safety at the job is paramount. It falls to all employees to report to their supervisor defective safety equipment they are issued, so it maybe replaced. It falls to each employee to maintain all safety equipment required by the City and that the employee is given an allowance for.

27.09 Failure to meet the requirement of section 27.08 above will result in a written warning on the first offense.

ARTICLE 28 – PART-TIME EMPLOYEES

28.01 Permanent part-time employees who work regularly at least twenty (20) hours per week shall be paid hourly rates based on their classifications and their positions (step) in their pay grade according to their length of service. Such hourly rates shall be established by pay grade. Such permanent part-time employees shall be entitled to pro-rated sick leave, holiday, vacation and other fringe benefits provided by this contract.

ARTICLE 29 – JURY DUTY

29.01 An employee who serves on jury duty will continue to receive a regular pay from the City, provided the employee's department head certifies on the payroll that the employee is absent for jury duty. When payment by the Court for such jury duty is made, such payment, exclusive of travel or any other allowances, shall be refunded to the City by the employee in the following manner: the employee shall present to their department head either the check from the Court endorsed over to the City of Northampton, or a certification from the Court as the amount paid together with employee's personal reimbursement to the City.

Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

29.02 An employee in jury duty shall be considered as being employed Monday through Friday.

29.03 An employee who is on jury duty for four (4) hours or less in a given day shall return to work for the remainder of their regular shift, but in no event shall the time the employee is on jury duty and the time the employee is on their regular job exceed eight (8) hours in any given day.

29.04 An employee granted jury duty leave must furnish the City with acceptable proof of jury duty service (e.g., certificate or slip from the court).

ARTICLE 30 – SICK LEAVE

30.01 Sick leave shall be granted to eligible employees who are incapacitated for duty as a result of illness or non work related injury. Appointments for medical or dental visits may be charged to sick leave. Sick leave may not be charged, however, for any period during which the employee was not scheduled to work (leave of absence, vacation, etc.). Full time employees (those working a forty (40) hour work week) shall be credited with sick leave accrued on the basis of 2.31+ hours. Sick leave shall be accumulated without limit.

30.02 Regular part-time employees (those who work at least twenty hours per week on a regularly scheduled basis) will have their sick leave credited on a pro-rata basis.

30.03 An employee absent due to illness or injury must notify his or her direct supervisor as soon as possible but no later than 15 minutes after the start of the tour of duty on the first day of illness.

30.04 The employee must notify the supervisor at the beginning of each week indicating the anticipated length of absence, unless prior arrangements have been made with the Director for a prolonged absence such as hospitalization.

30.05 Upon voluntary retirement or death of an employee, accumulated sick leave shall be paid in a lump sum to the employee, or in the case of death to their spouse or designated beneficiary; such sick leave shall be computed at their regular daily rate of pay for the number of days and fractions of a day they have of unused, earned sick leave. Such payment shall be paid at the rate of 33 1/3 % of such accumulated sick leave.

30.06 The City reserves the right to require a signed doctor's release before permitting an employee to return to duty after a medical absence of three (3) continuous days, after an employee has used five (5) sick days in any calendar year and in specific situations that involve a pattern or demonstrated history of sick leave abuse. The City agrees that such right shall be exercised in a reasonable manner.

30.07 Employees may use up to five (5) days of sick leave each year to care for ill or incapacitated members of their immediate family. For purposes of this section, the term immediate family includes any of the following individuals who is domiciled in the employee's household: spouse, domestic partner, children, grandchildren, mother, father, sister and brother.

30.08 When an employee finds it necessary to be absent because of "routine" medical or dental appointments, the employee shall notify the Director two (2) weeks prior to the appointment. The notice shall include the date, time and estimated duration of the appointment. The City retains the right to deny sick leave for "routine" medical appointments if the leave will cause serious hardship for the Department.

30.09 Upon honorable separation from service, which may include voluntary resignation and non-reappointment but excluding retirement, death or a settlement with the City in which the employee agreed to resign in lieu of disciplinary or criminal action being brought, an employee shall be entitled to receive after five (5) full years of continuous service, but less than ten (10) years, 16.76% of the value of accumulated sick leave; after ten (10) full years of continuous services, but less than fifteen (15) years, 20% and after more than fifteen (15) full years of continuous service, 25%. The employee may defer some or all of this payment into the next tax year but shall not be required to do so. All sick time payouts are subject to a maximum payment of \$5,500.00 for all bargaining unit members hired after December 31, 1986.

30.10 At retirement, so long as such retirement is not prompted by commission of a dishonest or criminal act that has harmed the interest of the D.P.W. or City, an employee shall be entitled to payment for accumulated but unused sick time in accordance with the following formula, but subject to a total payout cap of fifty-five hundred (\$5,500.00) dollars.

The number of accumulated but unused sick leave hours credited to an Employee at the date of his/her retirement shall be divided by three and the result shall be multiplied by the then effective rate of compensation. The product of such calculation shall be payable to the employee with his/her final paycheck. Such payout shall not exceed \$5,500.00.

The sick leave buy back may be taken as a lump sum or may, by employee option, be paid as follows: 1/3 upon date of retirement; 1/3 after six (6) months; and 1/3 after one (1) year from date of retirement. An employee may delay payment into the following calendar year.

The parties further agree that the \$5,500.00 cap provisions shall not apply to the bargaining unit members hired on/before December 31, 1986.

ARTICLE 31 – LEAVES OF ABSENCE

31.01 Unpaid leaves of absence may be granted by the Employer where an employee is ill and has exhausted their sick leave, for the purpose of taking educational courses so as to qualify for advancement within the Department of Public Works and in other instances agreeable to both parties. Such leaves shall not be granted unless there exists a reasonable expectation that such employee shall return to active duty.

31.02 All requests for leaves of absence shall be in writing and submitted to both the Director and the Department of Human Resources.

31.03 Any employee on an authorized unpaid leave of absence shall be responsible for the payment of both the employee and employer portion of the applicable health insurance premium. Employees shall not accrue benefits during such leave.

ARTICLE 32 – PERSONAL LEAVE

32.01 Three (3) days for personal leave per calendar year shall be allowed. Such days shall not be charged to the employee's sick leave account. These days are not cumulative. In the first year of employment, employees hired before July 1 shall receive two (2) personal days. Employees hired after July 1, shall receive one (1) personal day. Employees shall provide a twenty-four (24) hour notice to the Director or designee to use such leave, except in case of an unavoidable emergency. Any unused personal leave in a calendar year shall be converted to an employee's sick leave at the end of the year.

ARTICLE 33 – CHILDBIRTH AND MATERNITY LEAVE

33.01 In case of maternity leave an employee shall be allowed to continue working until her attending physician determines that she should take maternity leave. Except as provided below, maternity leave shall be without pay.

When possible the employee shall give the employer two (2) week's notice prior to her last day of work.

33.02 Upon being placed on maternity leave under this Article, the employee may use an accrued sick leave and/or vacation leave credits at her discretion. Maternity leave shall be allowed up to six (6) months and, with the approval of the Director, may be extended by reason of medical necessity.

33.03 Such maternity leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment incidental to her employment position; provided, however, that such maternity leave shall not be included, when applicable, in the computation of such benefits, rights and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans or programs during the period of maternity leave unless such employer so provides for all employees on leave of absence.

33.04 Male employees may be granted an unpaid leave of absence pursuant to the provisions of the FMLA for reasons related to childbirth.

33.05 Such maternity leave shall run concurrently under the provisions of M.G.L. c. 149, section 105D, and the federal Family Medical Leave Act ("FMLA").

ARTICLE 34 – BEREAVEMENT LEAVE

34.01 In the event of the death of a spouse, or child, paid bereavement leave of one calendar week will be granted.

34.02 In the event of a death of a member of the immediate family of any employee, the employee will be granted paid leave of up to three working days. Immediate family is defined as an employee's mother, father, brother, sister, grandchild, grandparent, step-parent, foster parent, step-child, foster child, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

34.03 In the case of the death of the employee's following relative one day of paid leave shall be allowed: aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

34.04 With the prior authorization of the Director and providing such leave will not impair/reduce the effective departmental delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the funeral or memorial service of a deceased co-worker.

34.05 Bereavement leave shall not be charged or deducted from sick, personal or vacation leave.

ARTICLE 35 – WORKER'S COMPENSATION

35.01 In the event an employee receives compensation under the Worker's Compensation Act, the employee may apply to charge their sick leave account for the difference between the compensation they receive and their usual weekly pay, to the extent of sick leave earned. If sick leave is exhausted, earned vacation leave may be applied in the same manner upon the employee's request.

35.02 Employees who are injured and carried under Workers Compensation, will be allowed to continue the accumulation of vacation leave for up to one year from the date of injury.

ARTICLE 36 – MILITARY LEAVE

36.01 A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces.

36.02 An employee who serves an annual tour of duty with a United States Reserve component or as a member of the National Guard of the Commonwealth shall receive the differences between his regular base pay and military pay received for a period of up to seventeen (17) working days in a calendar year. The City need only reimburse the reservist for days corresponding with the employee's work schedule.

36.03 When permitted by law an employee who is called to active military duty for a period of more than thirty (30) days may, at the option of the employee, continue his or her medical coverage under the same terms and conditions provided by the contract. This option shall last for one (1) year only and must be exercised in writing by the employee by the sixtieth (60) day of the employee's active duty.

ARTICLE 37 – EDUCATIONAL ASSISTANCE

37.01 Subject to budgetary considerations, all full time permanent city employees are eligible to participate in the City's Educational Assistance Program. A copy of the City's policy and a program application are available from the Human Resources Department.

37.02 The City will reimburse employees for reasonable examination fees, meal expenses and travel expenses incurred by employees selected by the Director, or designee, to attend short courses and examinations leading to job-related certifications, registrations and licenses, excluding driver's licenses, required by State and/or Federal law for the performance of duties by such employees.

37.03 The Director or designee, shall determine which employee(s) will be selected to attend such courses or seminar.

37.04 The Director or designee, may grant release time during working hours with pay to employees participating in such courses provided the employee(s) can be spared during the hours of such courses.

37.05 The provisions of this article shall not be subject to the grievance process.

ARTICLE 38 – VACATION

38.01 Each employee covered by this Agreement who has completed her or his probationary period shall be eligible to receive vacation leave as follows:

A. Employees having less than four (4) full years of creditable service shall be entitled to accrue ten (10) vacation days per year, such leave to be accrued on the basis of 1.5+ hours for each week the employee is in pay status, based on a forty (40) hour work week.

B. Beginning with the fourth full year of creditable service, vacation leave will be accrued on the basis of 2.3+ hours for each week the employee is in pay status for employees on a forty (40) hour work week.

C. Beginning with the ninth full year of creditable service, vacation leave will be accrued on the basis of 3.0+ hours for each week the employee is in pay status for employees on a forty (40) hour work week.

D. Beginning with the fourteenth full year of creditable service, vacation leave will be accrued on the basis of 3.84+ hours for each week the employee is in pay status for employees on a forty (40) hour work week.

E. Full time employees who have completed fifteen (15) or more full years of creditable service shall receive twenty-five (25) vacation days per year.

38.02 An employee shall not begin the leave year with an accrual balance in excess of twenty-five (25) vacation days.

38.03 On termination an employee shall be paid for his or her outstanding vacation balance. No employee may be paid for more than twenty-five (25) accrued vacation days.

38.04 Regular part-time employees (those regularly scheduled to work twenty (20) or more hours per week) shall be entitled to vacation leave on a pro-rated basis.

38.05 Vacations shall be scheduled insofar as practicable at times most desired by each employee; provided, however, that the final right to designate a vacation period is exclusively reserved to the City in order to insure the orderly performance of services by the Department of Public Works. Vacation leave requests must be submitted in writing at least five (5) working days in advance. The granting of such request is subject to management approval.

ARTICLE 39 – INVOLUNTARY CARRY-OVER OF VACATION

39.01 Employees shall not be paid for vacation leave in excess of twenty-five (25) days. In the event an employee is out on Worker's Compensation and is unable to use vacation leave, in order to avoid forfeiture such leave shall be converted to sick leave credit.

39.02 Insofar as such action does not create an undue hardship to the Department, the Director shall grant vacations in such a way as to avoid leave forfeiture.

ARTICLE 40 – HOLIDAYS

40.01 The following days shall be considered to be paid holidays:

- Half day before New Year's Day as long as it is a regular work day
- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Half day before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Last scheduled work day before Christmas
- Christmas Day

All bargaining unit employees, with the exception of WWTP employees, who are regularly scheduled to work on a Monday to Friday schedule shall be governed by the following:

Should a designated holiday as described in this Article fall on a Saturday then the preceding Friday shall be the recognized holiday for contract language purposes. Should a designated holiday fall on a Sunday, then the subsequent Monday shall be the recognized holiday for contract language purposes.

WWTP employees covered by this Agreement will establish a staffing plan with management for those holidays as described above to ensure that the WWTP plant is appropriately staffed and that employees are fairly compensated pursuant to the provisions of this Article. In the event that a mutually agreeable holiday staffing plan is not established, the DPW Director will make assignments to ensure regulatory compliance and orderly operation of the plant.

40.02 In order to be eligible for holiday pay an employee must work the scheduled work day before and the scheduled work day after the designated holiday. If, however, an employee is absent on the scheduled work day before or scheduled work day after the holiday due to a bona fide illness, injury or authorized leave and the employee submits medical certification acceptable to the Employer that he or she was incapacitated from work on that day, the Employer will grant the holiday pay.

40.03 Should any holiday fall on an employee's normal day off, the nearest scheduled work day will be considered to be the holiday.

40.04 All employees on a forty (40) hour week shall receive eight (8) hours pay at straight time for holiday pay.

40.05 Any employee scheduled in advance to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and one-half ($1 \frac{1}{2}$) times their regular rate of pay for all hours worked.

Employees who are regularly scheduled to work within their normal hours on the day after Thanksgiving or on the last scheduled work day before Christmas shall not receive one and one-half pay but straight time compensatory time off to be taken at a mutually agreed to time. Work before or after the employee's normal starting and quitting time will be compensated at time and one-half ($1 \frac{1}{2}$).

40.06 An employee who is on a leave of absence will not be eligible for holiday pay.

40.07 An employee who is required to work on the fourth Thursday in November (Thanksgiving Day) or December 25 (Christmas Day) shall receive double time pay.

ARTICLE 41 – DISABILITY AND RETURN TO WORK

41.01 When an employee is utilizing non-work related sick leave, he or she shall be permitted to return to work within thirty (30) calendar days of the date he or she stopped working upon presentation of a note from a treating physician, subject to a request from the Director, or designee, releasing said employee to return to full duty. The City may, at its discretion, provide the employee with a written job description of his/her position and require the employee to present it to his physician.

41.02 If an employee is out on sick leave for more than thirty (30) consecutive days and then seeks to return to duty, the City may require said employee to undergo a medical examination (at City expense) for the purpose of determining the employee's fitness for duty. The City shall schedule an examination promptly so that the employee can return to duty (if found fit) on the date specified by the treating physician. The Employee shall not have his or her sick leave account charged for any delay in returning to work caused by the invocation of this procedure.

41.03 If the treating physician and City-designated physician disagree as to the employee's fitness to return to duty, the Union and the City will jointly select a third independent physician who shall determine the employee's fitness to return. If the independent physician agrees that the employee may return to duty, the employee shall not have his sick leave account charged for any delay in returning to work caused by the invocation of this procedure.

ARTICLE 42 – DRUG AND ALCOHOL FREE WORK PLACE

It is the intent and obligation of the City to:

42.01 Provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to be to work on time and in appropriate mental and physical condition for work.

42.02 The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on City premises or on City business is absolutely prohibited. Violations of this policy will subject an employee to disciplinary measures, up to and including discharge. Employees in safety sensitive positions shall be subject to possible discharge if they fail a work-related drug test.

42.03 Drug and alcohol dependence is recognized by the City as an illness and major health problem. The City also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans as appropriate. All contacts are confidential and conscientious efforts to seek help with drug and alcohol dependency will not jeopardize an employee's job.

42.04 As required by Federal law, employees directly engaged in the performance of work pursuant to the provisions of a Federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any convictions under a criminal drug statute for violations of this policy to the Human Resources Department.

42.05 Employees may opt for a drug/alcohol treatment program as an alternative to disciplinary action. When a situation involves a first positive test and an employee successfully completes a treatment program, the employee shall not be subject to the imposition of discipline unless the situation involves conduct of an extremely dangerous or egregious nature.

For the purpose of this Agreement the following types of behavior are deemed per se egregious: conduct that injures another employee or a member of the general public, conduct that results in property damage that exceeds one thousand dollars (\$1,000.00) or conduct that recklessly places individuals at risk of harm.

ARTICLE 43 – LABOR MANAGEMENT COMMITTEE

43.01 The City and the Association agree to the formation of a joint labor management committee to be composed of Association and management employees to discuss matters pertaining to employee relations which may be of mutual concern to the Association and City.

ARTICLE 44 – SAFETY COMMITTEE

44.01 The City and the Association agree to the formation of a management-employee committee to be composed of Association and management employees to discuss safety matters which may be of mutual concern to the Association and the City.

44.02 The City and the Association agree to schedule a safety committee meeting once a month.

ARTICLE 45- DEDUCTIONS FOR SAVINGS

45.01 The City agrees to make deductions from the pay of those employees covered by this Agreement who signify in writing that they wish such deductions to be made for Credit Union dues or deferred compensation.

ARTICLE 46 – SAVINGS CLAUSE/ENTIRE AGREEMENT

46.01 Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

46.02 The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Association during negotiations.

46.03 No agreement or understanding regarding the alteration of the terms or provisions of this Agreement shall bind the parties unless such matter is placed in writing and executed by both the Employer and the Union.

46.04 The non-performance of any of the express terms or conditions of this Agreement shall not be deemed either a waiver or a relinquishment of a contractual right by either the Employer or the Union. Both parties agree that any contractual obligation of the Employer and the Union regarding future performance shall continue in full force and effect during the term of this Agreement.

46.05 The parties agree that this Agreement shall be construed in conformance with state law and that all benefits and/or rights enjoyed by the employees covered by this Agreement, which are now governed by state law, not superceded by this Agreement or not in conflict with this Agreement, shall remain in full force and effect.

If any provision is declared unlawful or unenforceable by a court judgment or order, the parties agree to engage in good faith bargaining solely over the provision(s) declared unlawful or unenforceable.

ARTICLE 47 – MISCELLANEOUS PROVISIONS

47.01 Employees of the Department of Public Works shall be transported to and from the job site during working hours.

47.02 An employee of the Department of Public Works shall not be required to use the employee's own motor vehicle in the course of their employment.

47.03 The City agrees to furnish first aid kits at appropriate work sites.

47.04 An employee shall not be required to use their own motor vehicle in the course of their employment; however, if an employee should use their own motor vehicle with the prior knowledge and consent of their Supervisor, the employee shall be reimbursed for mileage at the rate established for the City.

47.05 Employees in this bargaining unit are covered by the provisions of the FMLA.

47.06 Employees shall be paid on a bi-weekly basis.

47.07 Employees shall be bound by the provisions of the City's Discriminatory Harassment Policy.

47.08 An employee who provides at least one (1) year of advance written notice of retirement and retires (complete application must be submitted to Retirement Board), shall receive upon retirement, a lump sum payment of \$1,000.00. If the employee provides six months advance written notice and retires, the employee shall receive \$500.00 upon retirement. No payment shall be made for any notification of less than six (6) months prior to an employee's date of retirement.


47.09 Until, and unless, the DPW Director has called a snow emergency, any employee on scheduled vacation is not required to report for plowing duty. When a snow emergency has been declared, the City agrees to pay any employee who works on his pre-scheduled vacation day, a fifty (\$50) stipend over and above the straight time pay for all hours worked on such vacation day. The employee will only be charged for actual hours of vacation used and retain any balance for future use.

ARTICLE 49 – DURATION

This Agreement between the Employer and the Union entered into on this 17 day of July, 2008 shall continue in full force and effect up to and including midnight June 30, 2010 or until written sixty (60) days notice of termination is given by either party, whichever date is later. No notice of termination may be effective before July 1, 2010. During the negotiation of proposed amendments of the terms of this Agreement shall remain in full force and effect.

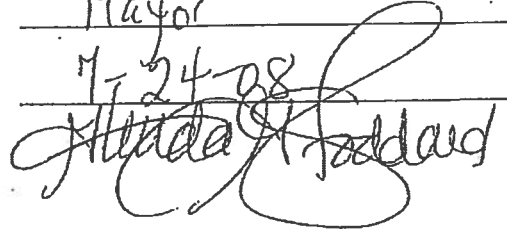
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17 day of July, 2008.

FOR CITY OF NORTHAMPTON:




Mary Clare Higgins


Mayor


7-24-08


Hilda A. Sada

FOR NORTHAMPTON
ASSOCIATION OF MUNICIPAL
EMPLOYEES (N.A.M.E.):







07/28/2008
09:57 JL

CITY OF NORTHAMPTON
SALARY TABLE

EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS HRS/ HRS/ DAYS/ HRS/ DAYS/
07/01/2008 PMW NAME 03 GRADE 03 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3215	2,571.9	25.72	668.69
01	11.8670	94.9360	949.36	24,683.37
02	12.2711	98.1686	981.69	25,523.84
03	12.6894	101.5146	1,015.15	26,393.79
04	13.1223	104.9777	1,049.78	27,294.21
05	13.5703	108.5621	1,085.62	28,226.15
06	14.0340	112.2718	1,122.72	29,190.67
07	14.5134	116.1069	1,161.07	30,187.79
08	15.0108	120.0856	1,200.86	31,222.25

07/01/2008 PMW NAME 04 GRADE 04 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3215	2,571.9	25.72	668.69
01	12.6770	101.4163	1,014.16	26,368.23
02	13.1094	104.8754	1,048.75	27,267.60
03	13.5570	108.4558	1,084.56	28,198.52
04	14.0201	112.1615	1,121.61	29,161.99
05	14.4996	115.9973	1,159.97	30,159.30
06	14.9959	119.9673	1,199.67	31,191.50
07	15.5095	124.0765	1,240.76	32,259.88
08	16.0411	128.3287	1,283.29	33,365.46

07/01/2008 PMW NAME 05 GRADE 05 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3215	2,571.9	25.72	668.69
01	13.5420	108.3357	1,083.36	28,167.27
02	14.0046	112.0373	1,120.37	29,129.70
03	14.4835	115.8682	1,158.68	30,125.73
04	14.9791	119.8332	1,198.33	31,156.62
05	15.4921	123.9373	1,239.37	32,223.69
06	16.0233	128.1856	1,281.86	33,328.26
07	16.5728	132.5818	1,325.82	34,471.28
08	17.1415	137.1322	1,371.32	35,654.36

07/28/2008
09:57 JL

CITY OF NORTHAMPTON
SALARY TABLE

PG
2
pmgrstep

EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS DAY HRS/ HRS/ DAYS/ HRS/ DAYS/
07/01/2008 PMW NAME 06 GRADE 06 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL		HOURLY RATE		DAILY RATE		PERIOD SALARY		ANNUAL SALARY	
00		3215		2,5719		25.72		668.69	
01		14.4674		115.7390		1,157.39		30,092.14	
02		14.9625		119.7000		1,197.00		31,122.01	
03		15.4749		123.7992		1,237.99		32,187.80	
04		16.0053		128.0424		1,280.42		33,291.03	
05		16.5543		132.4338		1,324.34		34,432.80	
06		17.1224		136.9792		1,369.79		35,614.58	
07		17.7105		141.6835		1,416.84		36,837.71	
08		18.3191		146.5529		1,465.53		38,103.75	

07/01/2008 PMW NAME 07 GRADE 07 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL		HOURLY RATE		DAILY RATE		PERIOD SALARY		ANNUAL SALARY	
00		3215		2,5719		25.72		668.69	
01		15.5284		124.2275		1,242.27		32,299.14	
02		16.0608		128.4857		1,284.86		33,406.29	
03		16.6116		132.8929		1,328.93		34,552.15	
04		17.1818		137.4542		1,374.54		35,738.10	
05		17.7719		142.1754		1,421.75		36,965.61	
06		18.3828		147.0617		1,470.62		38,236.04	
07		19.0149		152.1188		1,521.19		39,550.89	
08		19.6691		157.3528		1,573.53		40,911.74	

07/01/2008 PMW NAME 08 GRADE 08 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL		HOURLY RATE		DAILY RATE		PERIOD SALARY		ANNUAL SALARY	
00		3215		2,5719		25.72		668.69	
01		16.6689		133.3510		1,333.51		34,671.26	
02		17.2410		137.9282		1,379.28		35,861.32	
03		17.8331		142.6653		1,426.65		37,092.98	
04		18.4460		147.5685		1,475.68		38,367.80	
05		19.0804		152.6435		1,526.43		39,687.30	
06		19.7370		157.8963		1,578.96		41,053.05	
07		20.4166		163.3331		1,633.33		42,466.61	
08		21.1200		168.9598		1,689.60		43,929.54	

07/28/2008
09:57 JL

CITY OF NORTHAMPTON
SALARY TABLE

EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS HRS/ HRS/ DAYS/ HRS/ DAYS/
07/01/2008 PWM NAME 09 GRADE 09 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3215	2,571.9	25.72	668.69
01	17,894.9	143.1592	1,431.59	37,221.40
02	18,510.0	148.0803	1,480.80	38,500.87
03	19,146.6	153.1731	1,531.73	39,825.01
04	19,805.5	158.4440	1,584.44	41,195.44
05	20,487.5	163.8995	1,639.00	42,613.88
06	21,193.3	169.5460	1,695.46	44,081.97
07	21,923.8	175.3902	1,753.90	45,601.46
08	22,679.9	181.4391	1,814.39	47,174.16

07/01/2008 PWM NAME 10 GRADE 10 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3215	2,571.9	25.72	668.69
01	19,212.8	153.7019	1,537.02	39,962.43
02	19,874.0	158.9915	1,589.92	41,337.79
03	20,558.3	164.4660	1,644.66	42,761.15
04	21,266.5	170.1323	1,701.32	44,234.41
05	21,999.6	175.9974	1,759.97	45,759.32
06	22,758.4	182.0672	1,820.67	47,337.46
07	23,543.8	188.3496	1,883.50	48,970.89
08	24,356.5	194.8517	1,948.52	50,661.43

07/01/2008 PWM NAME 11 GRADE 11 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3215	2,571.9	25.72	668.69
01	20,629.8	165.0384	1,650.38	42,909.99
02	21,340.6	170.7246	1,707.25	44,388.39
03	22,076.3	176.6095	1,766.10	45,918.48
04	22,837.6	182.7012	1,827.01	47,502.30
05	23,625.6	189.0054	1,890.05	49,141.41
06	24,441.3	195.5303	1,955.30	50,837.87
07	25,285.5	202.2837	2,022.84	52,593.77
08	26,159.3	209.2737	2,092.74	54,411.16

07/30/2008
15:20 GS

CITY OF NORTHAMPTON
SALARY TABLE

PG 1
pmgrstep

EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS DAY HRS/ HRS/ DAYS/ DAYS/
07/01/2009 PMW NAME 03 GRADE 03 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26.49	688.75
01	12,2230	97,7841	977.84	25,423.87
02	12,6393	101,1137	1,011.14	26,289.56
03	13,0700	104,5600	1,045.60	27,185.60
04	13,5159	108,1271	1,081.27	28,113.04
05	13,9774	111,8190	1,118.19	29,072.93
06	14,4550	115,6400	1,156.40	30,066.39
07	14,9488	119,5901	1,195.90	31,093.42
08	15,4610	123,6882	1,236.88	32,158.92

07/01/2009 PMW NAME 04 GRADE 04 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26.49	688.75
01	13,0574	104,4588	1,044.59	27,159.28
02	13,5028	108,0217	1,080.22	28,085.63
03	13,9638	111,7095	1,117.10	29,044.48
04	14,4408	115,5263	1,155.26	30,036.85
05	14,9346	119,4772	1,194.77	31,064.08
06	15,4458	123,5663	1,235.66	32,127.25
07	15,9749	127,7988	1,277.99	33,227.68
08	16,5224	132,1785	1,321.79	34,366.42

07/01/2009 PMW NAME 05 GRADE 05 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26.49	688.75
01	13,9483	111,5857	1,115.86	29,012.29
02	14,4248	115,3984	1,153.98	30,003.59
03	14,9180	119,3442	1,193.44	31,029.50
04	15,4285	123,4282	1,234.28	32,091.32
05	15,9569	127,6554	1,276.55	33,190.40
06	16,5039	132,0312	1,320.31	34,328.11
07	17,0699	136,5593	1,365.59	35,505.42
08	17,6558	141,2461	1,412.46	36,723.99

07/30/2008
15:20 GS

CITY OF NORTHAMPTON
SALARY TABLE

EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS DAY HRS/ HRS/ DAYS/ HRS/ DAYS/
07/01/2009 PMW NAME 06 GRADE 06 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26,49	688,75
01	14,9014	119,2112	1,192.11	30,994.90
02	15,4114	123,2910	1,232.91	32,055.67
03	15,9391	127,5132	1,275.13	33,153.43
04	16,4855	131,8837	1,318.84	34,289.76
05	17,0509	136,4068	1,364.07	35,465.78
06	17,6361	141,0885	1,410.89	36,683.02
07	18,2418	145,9340	1,459.34	37,942.84
08	18,8686	150,9495	1,509.49	39,246.86

07/01/2009 PMW NAME 07 GRADE 07 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26,49	688,75
01	15,9943	127,9543	1,279.54	33,268.11
02	16,5425	132,3403	1,323.40	34,408.48
03	17,1100	136,8797	1,368.80	35,588.71
04	17,6973	141,5778	1,415.78	36,810.24
05	18,3051	146,4407	1,464.41	38,074.58
06	18,9343	151,4735	1,514.74	39,383.12
07	19,5853	156,6824	1,566.82	40,737.42
08	20,2591	162,0734	1,620.73	42,139.09

07/01/2009 PMW NAME 08 GRADE 08 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26,49	688,75
01	17,1690	137,3515	1,373.52	35,711.40
02	17,7583	142,0660	1,420.66	36,937.16
03	18,3681	146,9453	1,469.45	38,205.77
04	18,9995	151,9855	1,519.96	39,518.83
05	19,6529	157,2228	1,572.23	40,877.92
06	20,3291	162,6332	1,626.33	42,284.64
07	21,0291	168,2331	1,682.33	43,740.61
08	21,7536	174,0286	1,740.29	45,247.43

07/30/2008
15:20 GS

CITY OF NORTHAMPTON
SALARY TABLE

PG 3
pmgrstep

EFF. DATE GROUP/BU GRADE/ RANK DESCRIPTION PAY BASIS FREQUENCY CALC PERIODS HRS/ HRS/ DAYS/ HRS/ DAYS/
07/01/2009 PWV NAME 09 GRADE 09 A ANNUAL B BIWEEKLY 11 26.0000 8.00 PERIOD PERIOD YEAR YEAR
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26.49	688.75
01	18,4318	147,4540	1,474.54	38,338.04
02	19,0654	152,5227	1,525.23	39,655.90
03	19,7210	157,7683	1,577.68	41,019.76
04	20,3996	163,1973	1,631.97	42,431.30
05	21,1021	168,8165	1,688.17	43,892.30
06	21,8290	174,6324	1,746.32	45,404.43
07	22,5815	180,6519	1,806.52	46,969.50
08	23,3603	186,8822	1,868.82	48,589.38

07/01/2009 PWV NAME 10 GRADE 10 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26.49	688.75
01	19,7891	158,3129	1,583.13	41,161.36
02	20,4701	163,7612	1,637.61	42,577.92
03	21,1750	169,3999	1,694.00	44,043.98
04	21,9045	175,2363	1,752.36	45,561.44
05	22,6596	181,2773	1,812.77	47,132.10
06	23,4411	187,5292	1,875.29	48,757.58
07	24,2500	194,0001	1,940.00	50,440.02
08	25,0871	200,6972	2,006.97	52,181.27

07/01/2009 PWV NAME 11 GRADE 11 A ANNUAL B BIWEEKLY 11 26.0000 8.00 80.00 10.00 2080.00 260.00
Change was made by 3.0000%
No Dollar amount used.

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	3311	2,6490	26.49	688.75
01	21,2488	169,9896	1,699.90	44,197.29
02	21,9808	175,8463	1,758.46	45,720.04
03	22,7385	181,9078	1,819.08	47,296.03
04	23,5228	188,1822	1,881.82	48,927.37
05	24,3345	194,6756	1,946.76	50,615.65
06	25,1745	201,3962	2,013.96	52,363.01
07	26,0440	208,3522	2,083.52	54,171.58
08	26,9440	215,5519	2,155.52	56,043.49

** END OF REPORT - GENERATED BY GLENDA STODDARD **